

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH DAKOTA**

---

Scott Armstrong,

Case No: 5:10-cv-05010-JLV

Plaintiff,

**ANSWER**

v.

JPMorgan/Chase, Inc.  
(As assignee of Washington Mutual Inc.)  
A Foreign Corporation,

Defendant.

---

Chase Bank USA, N.A. (“Chase”) (improperly named as JPMorgan/Chase, Inc., as assignee of Washington Mutual, Inc., a foreign corporation<sup>1</sup>), for its Answer to the Complaint, denies each and every allegation in the Complaint except as hereinafter admitted or otherwise qualified, and further states:

1. In response to the allegations in Paragraph 1 of the Complaint, denies that plaintiff is entitled to any of the requested relief.
2. In response to the allegations in Paragraph 2 of the Complaint, denies.
3. In response to the allegations in Paragraph 3 of the Complaint, is without information sufficient to form a belief as to the truth of the allegations therein and therefore denies the same.

---

<sup>1</sup> Washington Mutual, Inc. is in bankruptcy. This bankruptcy proceeding is pending in the U.S. Bankruptcy Court for the District of Delaware as Case No. 08-12229.

4. In response to the allegations in Paragraph 4 of the Complaint, is without information sufficient to form a belief as to the truth of the allegations therein and therefore denies the same.

5. In response to the allegations in Paragraph 5 of the Complaint, denies.

6. In response to the allegations in Paragraph 6 of the Complaint, denies as stated..

7. In response to the allegations in Paragraph 7 of the Complaint, denies as stated.

8. In response to the allegations in Paragraph 8 of the Complaint, denies.

9. In response to the allegations in Paragraph 9 of the Complaint, denies.

10. In response to the allegations in Paragraph 10 of the Complaint, denies.

11. In response to the allegations in Paragraph 11 of the Complaint, denies.

12. In response to the allegations in Paragraph 12 of the Complaint, denies.

13. In response to the allegations in Paragraph 13 of the Complaint, denies.

14. In response to the allegations in Paragraph 14 of the Complaint, denies.

15. In response to the allegations in Paragraph 15 of the Complaint, denies.

16. In response to the allegations in Paragraph 16 of the Complaint, denies.

17. In response to the allegations in Paragraph 17 of the Complaint, denies.

18. In response to the allegations in Paragraph 18 of the Complaint, restates the responses to Paragraphs 1-17 above as though fully set forth herein.

19. In response to the allegations in Paragraph 19 of the Complaint, denies that it breached any contract.

20. In response to the allegations in Paragraph 20 of the Complaint, denies as stated.

21. In response to the allegations in Paragraph 21 of the Complaint, denies.

22. In response to the allegations in Paragraph 22 of the Complaint, denies.

23. In response to the allegations in Paragraph 23 of the Complaint, restates the responses to Paragraphs 1-22 above as though fully set forth herein.

24. In response to the allegations in Paragraph 24 of the Complaint, denies.

25. In response to the allegations in Paragraph 25 of the Complaint, denies.

26. In response to the allegations in Paragraph 26 of the Complaint, denies.

27. In response to the allegations in Paragraph 27 of the Complaint, denies.

28. Denies that plaintiff is entitled to any of the requested relief.

**ADDITIONAL DEFENSES AND/OR AFFIRMATIVE DEFENSES**

Without assuming the burden of proof as to any matter on which plaintiff bears such burden, and without waiving any of the specific denials set forth in the Answer above, Chase states and alleges for its additional and/or affirmative defenses as follows:

1. The Complaint fails to state a claim upon which relief can be granted.
2. Chase acted reasonably, in good faith, and with justification at all times.
3. The Complaint may be barred, in whole or in part, by applicable statutes of limitations.
4. Chase is not a debt collector.

5. In addition to the additional and/or affirmative defenses set forth above, Chase reserves the right to assert any other defenses of which it becomes aware in the course of discovery.

**WHEREFORE**, having fully Answered the Complaint, Chase pray that plaintiff take nothing by virtue of the Complaint and that the Complaint be dismissed in its entirety.

Respectfully submitted,

Dated: February 12, 2010

**LEONARD, STREET & DEINARD,**  
Professional Association

By: /s/ Michael G. Taylor  
Michael G. Taylor  
150 South Fifth Street  
Suite 2300  
Minneapolis, MN 55402  
Telephone: (612) 335-1500  
Facsimile: (612) 335-1657

**Attorneys for Chase Bank USA, N.A.,  
Improperly Named as JPMorgan/Chase,  
Inc., as Assignee of Washington Mutual,  
Inc., a Foreign Corporation**